

Exhibit A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

BRIAN YOUNGBLOOD, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

AMAZON.COM SERVICES LLC, a Delaware
corporation,

Defendant.

Case No. **22STCV20876**

CLASS ACTION COMPLAINT

1. Violation of the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.*

1 Plaintiff Brian Youngblood (“Plaintiff”), through undersigned counsel, brings this Class
2 Action Complaint against Defendant Amazon.com Services LLC (“Defendant” or “Amazon”), and
3 alleges the following based upon information and belief, except as to allegations pertaining to
4 Plaintiff, which are based upon personal knowledge.

5 INTRODUCTION

6 1. Plaintiff brings this action seeking injunctive and declaratory relief curtailing
7 unlawful business practices related to consumer warranties for products sold by Defendant.

8 2. Under the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301–2312 (“Magnuson-
9 Moss,” the “Act,” or “MMWA”), and its implementing regulations 16 CFR §§ 700.1, *et seq.*,
10 retailers—like Defendant—must provide consumers with access to any written warranty for a product
11 costing more than \$15, prior to the point of sale.

12 3. The purpose of Magnuson-Moss’s “Pre-Sale Availability Rule” is to ensure that
13 consumers could get complete information about warranty terms and conditions. By providing
14 consumers with a way of learning what warranty coverage is offered on a product *before* they buy,
15 the Rule gives consumers a way to know what to expect if something goes wrong, and thus helps to
16 increase customer satisfaction. Congress also wanted to ensure that consumers could compare
17 warranty coverage before buying. By comparing, consumers can choose a product with the best
18 combination of price, features, and warranty coverage to meet their individual needs. Thus, the Pre-
19 Sale Availability Rule promotes competition on the basis of warranty coverage. By assuring that
20 consumers can get warranty information, the Rule encourages sales promotion on the basis of
21 warranty coverage and competition among companies to meet consumer preferences through various
22 levels of warranty coverage.

23 4. To comply with Magnuson-Moss’s Pre-Sale Availability Rule, a retailer must make the
24 terms of a product’s written warranty “readily available for examination by the prospective buyer” by
25 either (1) displaying the warranty “in close proximity” to the product or (2) placing signs in prominent
26 locations alerting the consumer that he or she may inspect product warranties upon request. This
27 obligation extends to any product with a written warranty that costs more than \$15. 16 C.F.R. § 702.3.
28

foreseeable, and intended effect of causing injury to persons in California, and purposely availed itself of the laws of California.

11. Defendant's activities in California gave rise to the claims identified herein, both suffered by Plaintiff and by members of the proposed Class. Defendant introduces its consumer products into the stream of commerce in California, including the products purchased by Plaintiff and the Class, each of which are to the disclosure requirements of the Pre-Sale Availability Rule, and Defendant's violation of said Rule gives rise to the claims of Plaintiff and the Class.

12. Venue is proper in this Court because Defendant has conducted business and entered into transactions in this County, and the conduct at issue occurred in, and/or emanated from, this County. Moreover, Plaintiff resides in this County.

EXCLUSIVE STATE COURT JURISDICTION PURSUANT TO 15 U.S.C. § 2310

13. Exclusive jurisdiction for this Action lies with this Court, pursuant to 15 U.S.C. § 2310.

14. Magnuson-Moss authorizes injured consumers to bring suit for "legal and equitable relief...in any court of competent jurisdiction in any State." 15 U.S.C. § 2310(d)(1)(A).

15. However, the Act imposes specific limitations on the exercise of jurisdiction by federal courts, stating that "no claim shall be cognizable" in federal district court "(A) if the amount in controversy of any individual claim is less than the sum or value of \$25; (B) if the amount in controversy is less than the sum or value of \$50,000 (exclusive of interests and costs) computed on the basis of all claims to be determined in this suit; or (C) if the action is brought as a class action, and the number of named plaintiffs is less than one hundred." *Id.* § 2310(d)(3)(A)-(C).

16. In this Action, Plaintiff seeks equitable and declaratory relief individually and on behalf all members of the Class, in the form of Defendant complying with the Pre-Sale Availability Rule, in addition to nominal damages. Under California law, nominal damages can be as low as \$1 (*see, e.g., Avina v. Spurlock*, 105 Cal.Rptr. 198, 28 Cal.App.3d 1086 (Cal. App. 1972); *Belle Terre Ranch, Inc. v. Wilson*, 182 Cal.Rptr.3d 393, 232 Cal.App.4th 1468 (Cal. App. 2015), and in no event does Plaintiff or any member of the putative Class assert an individual claim for damages valued at \$25 or greater. Neither of the requirements for federal jurisdiction set forth under § 2310(d)(3)(A) or § 2310(d)(3)(B) is satisfied.

17. Further, Plaintiff Brian Youngblood is the only named plaintiff in this action. Because there are not one hundred named plaintiffs in this action, the requirement for federal jurisdiction set forth under § 2310(d)(3)(C) is not satisfied.

18. Because none of the requirements for federal jurisdiction are satisfied under § 2310(d)(3), this Court has exclusive jurisdiction over this Action.

COMMON FACTUAL ALLEGATIONS

A. Magnuson-Moss, the Pre-Sale Availability Rule, and Defendant's Non-Compliance.

19. Magnuson-Moss is a consumer-protection law passed in 1975 to clarify how written warranties may be used when marketing products to consumers.¹ At its most fundamental, a warranty is a promise by the warrantor to stand behind its product. It is a statement about the integrity of the product and a commitment to correct problems if the product fails.²

20. In passing Magnuson-Moss, Congress wanted to encourage sellers to provide written warranties to assure consumers and to foster competition for the best products. Although sellers are not required to provide written warranties, many consumers will be skeptical of products that do not have one.

21. Magnuson-Moss creates multiple consumer protections related to warranties, and most deal with the substance of the warranties, themselves (i.e., what a warrantor must—and must not—include as a term or a representation). But Magnuson-Moss also recognizes the need of consumers to have access to warranties when evaluating whether or not to buy a given product, as the strength of the warranty is a meaningful data point when considering a new purchase. Consumers have a right to choose a product with the best combination of price, features, and warranty coverage to meet their individual needs. As Congressman Moss stated in support of the law:

One of the most important effects of this bill will be its ability to relieve consumer frustration by promoting understanding and providing meaningful remedies. This bill should also foster intelligent consumer decisions by making warranties understandable. At the same time, warranty competition should be fostered since consumers would be able to judge accurately the content and differences between warranties and competing consumer products.

¹ 15 U.S.C. §§ 2301, *et seq.*

² FTC, “Businessperson’s Guide to Federal Warranty Law” (available at <https://www.ftc.gov/business-guidance/resources/businesspersons-guide-federal-warranty-law>)

1 Perhaps one of the potentially most important and long range effects of
2 this bill resides in its attempt to assure better product reliability. The
3 bill...attempts to organize the rules of the warranty game in such a fashion
4 to stimulate manufacturers, for competitive reasons, to produce more
5 reliable products. This is accomplished using the rules of the marketplace
6 by giving the consumer enough information and understanding about
7 warranties so as to enable him to look to the warranty duration of a
8 guaranteed product as an indicator of the product reliability.³

9 22. The Senate report accompanying the introduction of Magnuson-Moss further clarified
10 the need for and purpose of the law:

11 When the use of a warranty in conjunction with the sale of a product first
12 became commonplace, it was typically a concept that the contracting
13 parties understood and bargained for, usually at arms length. One could
14 decide whether or not to purchase a product with a warranty and bargain
15 for that warranty accordingly. Since then, the relative bargaining power
16 of those contracting for the purchase of consumer products has changed
17 radically. Today, most consumers have little understanding of the
18 frequently complex legal implications of warranties on consumer
19 products. Typically, a consumer today cannot bargain with consumer
20 product manufacturers or suppliers to obtain a warranty or to adjust the
21 terms of a warranty voluntarily offered. Since almost all consumer
22 products sold today are typically done so with a contract of adhesion,
23 there is no bargaining power over contractual terms. [Magnuson-Moss]
24 attempts to remedy some of the defects resulting from this gross
25 inequality of bargaining power and return the sense of fair play to the
26 warranty field that has been lost through the years as the organizational
27 structure of our society has evolved. The warranty provisions of
28 [Magnuson-Moss] are not only designed to make warranties
understandable to consumers, but to redress the ill effects resulting from
the imbalance which presently exists in the relative bargaining power of
consumers and suppliers of consumer products.⁴

23. Thus, Magnuson-Moss has the “Pre-Sale Availability Rule,” which ensures that
consumers get complete information about warranty terms and conditions of a given product (of \$15
or more), prior to purchase.⁵ The Rule places distinct obligations both on warrantors *and* retailers
(like Defendant).

24. Most relevant to the instant litigation, pursuant to the Rule, a “seller”⁶ of any consumer
product costing more than \$15 and subject to a written warranty

³ Federal Register/Vol. 40, No. 251/60168

⁴ Senate Comm. On Commerce, Report on S. 356, S. Rep. No. 93-151, 93d Cong., 1st Sess. (1973), at
6.

⁵ See, 16 C.F.R. § 702.3.

⁶ Defined as “any person who sells or offers for sale for purposes other than resale or use in the
ordinary course of the buyer's business any consumer product.” 16 C.F.R. § 702.1(e).

shall make a text of the warranty readily available for examination by the prospective buyer by:

(1) Displaying it in close proximity to the warranted product (including through electronic or other means...), or

(2) Furnishing it upon request prior to sale (including through electronic or other means...) and placing signs reasonably calculated to elicit the prospective buyer's attention in prominent locations in the store or department advising such prospective buyers of the availability of warranties upon request.⁷

25. While the Rule allows sellers to display or otherwise provide the text of a warranty “through electronic...means,” the FTC has made clear that it is not enough for the seller merely to refer a customer to a product manufacturer’s website. In allowing for the electronic presentment of warranty terms,

Congress’s intention...was not to disturb prospective purchasers’ ability to obtain the full warranty terms at the point of sale, as envisioned by the Pre-Sale Availability Rule. While consumers with electronic devices and Internet connectivity may be able to review warranty terms at the point of sale by visiting the Web site that contains the warranty terms, not all consumers have such devices and Internet connectivity.⁸

26. Thus, all retailers, including Defendant, are obligated to have a mechanism by which the full terms of a product’s written warranty can be viewed by a consumer—without said consumer resorting to his or her own Internet-enabled device—prior to the point of sale.

27. Defendant fails to satisfy this obligation. Indeed, virtually all of the products—if not every single product—sold on Defendant’s platform are presented to the consumer without any access to the product’s warranty, pre-sale. Instead, the first time the consumer is able to view the warranty is upon opening the product’s packaging, after purchase.

28. For example, Defendant sells televisions from the manufacturer Vizio (which company manufactured the television purchased by Plaintiff). If a customer searches for a Vizio television (either through Amazon’s search feature or through the URL prompt “Visit the Vizio Store”⁹), and then clicks the page for a specific Vizio television, he or she will see the page advertising the

⁷ 16 C.F.R. § 702.3(a) (“Duties of seller”).

⁸ Federal Register/Vol. 81, No. 179/63666

⁹ The “Vizio Store” on Amazon is available at the following URL: https://www.amazon.com/stores/page/67E887D0-633C-4927-9A8C-853FF149C10B?ingress=2&visitId=c198dd03-4cb8-42e9-8ec8-3894b01449ae&ref=ast_bln

television, and will be provided the opportunity to purchase the television, in addition to an extended warranty sold through Asurion. *E.g.*:

VIZIO 75-Inch M-Series 4K QLED HDR Smart TV w/Voice Remote, Dolby Vision, HDR10+, Alexa Compatibility, M75Q7-J03, 2021 Model

Visit the VIZIO Store
★★★★★ 805 ratings | 80 answered questions

List Price: \$1,299.99 Details
Price: **\$998.00**
You Save: \$301.99 (23%)

Pay \$55.44/month for 18 months, interest-free upon approval for the Amazon Rewards Visa Card

Available at a lower price from other sellers that may not offer free Prime shipping.

Size: **75-inch**

50-inch \$498.00	55-inch \$549.00	58-inch \$529.00
65-inch 2 options from \$839.99	70-inch 8 options from \$899.99	75-inch \$998.00

WORKS WITH ALEXA
Add voice control by combining with an Alexa device

This item + Required = "Alexa, turn on the TV."

Total Price: \$1,037.99
Add both to Cart

See Less

Screen Size: 75

Supported Internet Services: Apple TV+, Crackle, Discovery+, Disney+, Fandango, fuboTV, HBO Max, Hulu, iHeartRadio, Netflix, Pandora, Paramount+, Peacock, Prime Video, Redbox, Sling TV, Tubi, VuDu, XUMO, Yo...

Connectivity Technology: USB, Ethernet, HDMI

Buy new: \$998.00

FREE delivery

Select delivery location

In Stock.

Qty: 1

Add to Cart

Buy Now

Secure transaction

Ships from Amazon.com
Sold by Amazon.com
Packaging Shows what's ins...

Details

Return policy: Eligible for Return, Refund or Replacement within 30 days of receipt

Support: Free Amazon product support included

prime

Enjoy fast, FREE delivery, exclusive deals and award-winning movies & TV shows with Prime. Try Prime and start saving today with Fast, FREE Delivery

Add a Protection Plan:

☐ 4-Year Protection for \$117.99

☐ Multiple Device Monthly Protection (Renews Monthly Until Cancelled) for \$16.99/month

Fig. 1¹⁰

29. What the consumer will *not* be able to do, however, is find the terms of the manufacturer's warranty for this \$1,000 purchase. Instead, if a consumer scrolls down to the "Product Information" portion of the webpage, and finds the section titled "Warranty & Support," he or she is informed that "Manufacturer's warranty can be requested from customer service. [Click here](https://www.amazon.com/VIZIO-Chromecast-Variable-FreeSync-M75Q7-J03/dp/B094ML98NY?ref=ast_sto_dp&th=1) to make a request to customer service."

¹⁰ https://www.amazon.com/VIZIO-Chromecast-Variable-FreeSync-M75Q7-J03/dp/B094ML98NY?ref=ast_sto_dp&th=1

Warranty & Support

Manufacturer's warranty can be requested from customer service. [Click here](#) to make a request to customer service.

Fig. 2¹¹

30. When the customer clicks the link to make a request to customer service, he or she receives this message: “If you'd like a copy of the manufacturer's warranty for a product found on Amazon.com, you can contact the manufacturer directly or visit their website for more information. Manufacturer's warranties may not apply in all cases, depending on factors like the use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.”

[Ordering](#) > [Safety Information, Recalls, and Legal Notices](#) >

About Manufacturer's Warranties

If you'd like a copy of the manufacturer's warranty for a product found on Amazon.com, you can contact the manufacturer directly or visit their website for more information.

Manufacturer's warranties may not apply in all cases, depending on factors like the use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.

Fig. 3¹²

¹¹ *Id.*

¹² https://www.amazon.com/gp/help/customer/display.html/ref=help_search_1-1?nodeId=201596310

1 31. Thus, Amazon misleads customers when it states that warranties “can be requested
2 from customer service” and further violates Magnuson Moss by referring consumers to the
3 manufacturer’s website. The FTC makes clear that this does not comply with Magnuson Moss’s Pre-
4 Sale Availability Rule, which instead requires online sellers to make the full text of a warranty
5 available on their own website.¹³

6 **B. The Rise of “Add On” Warranties Offered by Retailers Like Defendant.**

7 32. There is a financial incentive for Defendant’s failure to provide consumers with product
8 warranties. Defendant, like many other retailers, makes a significant amount of money by selling
9 consumers “protection plans,” or “extended warranties” for their products.

10 33. These plans are big business—according to a recent report, the global extended
11 warranty industry generated \$120.79 billion in 2019, and is projected to reach \$169.82 billion by
12 2027, growing at a compound annual growth rate of 7.4% from 2020-2027.¹⁴

13 34. However, these plans are also largely unnecessary, as they provide coverage that is
14 duplicative of the given product’s existing warranty, at least for the life of the manufacturer’s
15 warranty.¹⁵

16 35. At present, Defendant partners with Asurion, among other insurers, to offer protection
17 plans to consumers, and thus is disincentivized from alerting consumers to the warranty that already
18 comes with their product free of charge. This makes Defendant’s violation of the Pre-Sale
19 Availability Rule all the more egregious.

22
23 ¹³ Federal Register/Vol. 81, No. 179/63665, n. 14 (“The requirement to make warranties available at
24 the point of purchase can be accomplished easily with respect to online sales by, for example, using a
25 clearly-labeled hyperlink, in close proximity to the description of the warranted product, such as ‘get
warranty information here’ to lead to the full text of the warranty, and presenting the warranty in a
way that it can be preserved, either by downloading or printing, so consumers can refer to it after
purchase.”)

26 ¹⁴ Yahoo, “Extended Warranty Market to Reach \$169.82 Bn, Globally, by 2027 at 7.4% CAGR:
Allied Market Research” (Jan. 24, 2022) (available at <https://www.yahoo.com/now/extended-warranty-market-reach-169-083000210.html?guccounter=1>).

27 ¹⁵ Beth Braverman, “Why You Should Steer Clear of Extended Warranties,” Consumer Reports (Dec.
28 22, 2018) (available at <https://www.consumerreports.org/extended-warranties/steer-clear-extended-warranties-a3095935951/>) (“Two-thirds of in-store electronic shoppers and nearly three-quarters of
appliance purchasers say that an associate has pitched one to them.”)

PLAINTIFF'S SPECIFIC ALLEGATIONS

36. Throughout the last several years, Plaintiff purchased products on Defendant's platform. During this period, Plaintiff purchased at least one product costing more than \$15 that was subject to a manufacturer's warranty.

37. One such product was the Product, which Plaintiff purchased from Defendant in 2021 for more than \$15.

38. In the course of purchasing the Product(s), Defendant did not display product warranties in close proximity to the relevant product—indeed, consistent with the description in paragraphs 28-31, *supra*, Defendant did not display any warranty information.

39. Accordingly, Plaintiff was unable to access any warranty associated with the Product until after the point of sale.

40. Plaintiff cares about the substance of product warranties, and the terms of a written warranty would impact Plaintiff's purchasing decisions – *i.e.*, one product might be chosen over another if that product had a more expansive warranty.

41. Further, Plaintiff anticipates buying new products costing over \$15 that are subject to manufacturer warranties in the future, and would consider purchasing said products from Defendant, but does not wish to have his rights under Magnuson-Moss thwarted by Defendant's failure to comply with the Pre-Sale Availability Rule.

CLASS ALLEGATIONS

42. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth.

43. Plaintiff brings this action on behalf of himself and all other similarly-situated persons as a class action pursuant to Code of Civil Procedure section 382.

44. Plaintiff seeks to represent a class composed of and defined as follows (the "Class"):

All citizens of California purchased one or more products from Defendant that cost over \$15 and that were subject to a written warranty.

45. Plaintiff reserves the right to modify or refine the Class definition based upon discovery of new information or in order to accommodate any concerns of the Court.

1 46. **Ascertainable Class:** The members of the Class are readily ascertainable. The Class
2 definition identifies a group of unnamed plaintiffs by describing a set of common characteristics
3 sufficient to allow a member of that group to identify himself or herself as having a right to recover
4 based on the description. Other than by direct notice, alternatively proper and sufficient notice of this
5 action may be provided to Class members through notice published in newspapers or other
6 publications.

7 47. **Numerosity:** The proposed Class is so numerous that joinder of all members would be
8 impracticable. The precise number of Class members is unknown at this time but can be readily
9 determined from public records and Defendant's records. Plaintiff reasonably estimates that the Class
10 is likely to include over a thousand members.

11 48. **Commonality and Predominance:** A well-defined community of interest in the
12 questions of law or fact involving and affecting all members of the Class exists, and common
13 questions of law or fact are substantially similar and predominate over questions that may affect only
14 individual Class members. The questions of law and fact common to Plaintiff and the Class include,
15 among others, the following:

- 16 i. Whether Defendant's acts and practices complained of herein violate Magnuson-Moss;
17 and
18 ii. the appropriate injunctive relief to ensure Defendant no longer violates the Pre-Sale
19 Availability Rule.

20 49. **Typicality:** Plaintiff is a member of the Class he seeks to represent. Plaintiff's claims
21 are typical of the Class members' claims because they all were injured as a result of Defendant's
22 violation of Magnuson-Moss.

23 50. **Adequacy of Representation:** Plaintiff is an adequate representative of the Class he
24 seeks to represent and will fairly and adequately protect the interests of the Class. Plaintiff is
25 committed to the vigorous prosecution of this action and has retained competent counsel, experienced
26 in litigation of this nature, to represent him and the Class. There are no conflicts between Plaintiff and
27 the unnamed class members. Plaintiff anticipates no difficulty in the management of this litigation as
28 a class action.

1 51. To prosecute this case, Plaintiff has chosen the undersigned law firm, which is very
2 experienced in class action litigation and has the financial and legal resources to meet the substantial
3 costs and legal issues associated with this type of litigation.

4 52. **Superiority.** A class action is superior to individual actions in part because of the non-
5 exhaustive factors listed below:

- 6 i. Joinder of all class members would create extreme hardship and
7 inconvenience for class members as they reside throughout the state;
- 8 ii. Individual claims by class members are impractical because the costs to
9 pursue individual claims may exceed the value of what any one class member
10 has at stake. As a result, individual class members may have no interest in
11 prosecuting and controlling separate actions;
- 12 iii. There are no known individual class members who are interested in
13 individually controlling the prosecution of separate actions;
- 14 iv. The interests of justice will be well served by resolving the common disputes
15 of potential class members in one forum;
- 16 v. Individual suits would not be cost effective or economically maintainable as
17 individual actions; and
- 18 vi. This action is manageable as a class action.

19 53. The Class is not so large that it would be unmanageable, and no difficulties are foreseen
20 providing notice to individual claimants. Class members can be readily identified using records and
21 information kept by Defendant in the usual course of business and within its control.

22 54. **Final Declaratory or Injunctive Relief.** Plaintiff also satisfies the requirements for
23 maintaining a class seeking declaratory and/or injunctive relief. Defendant has acted or refused to act
24 on grounds that apply generally to the proposed Class, making final declaratory or injunctive relief
25 appropriate with respect to the proposed Class as a whole.
26
27
28

CAUSE OF ACTION
(Violation of the Magnuson-Moss Warranty Act
15 U.S.C. §§ 2301, *et seq.*)

55. Plaintiffs hereby incorporate by reference each of the preceding allegations as if fully set forth herein.

56. Plaintiff and Class members are “consumers” as defined in MMWA, 15 U.S.C. § 2301(3).

57. Defendant is a “seller” as defined in MMWA, 16 C.F.R. § 702.1(e).

58. Defendant sells products with warranties that are “written warranties” as defined in MMWA, 15 U.S.C. § 2301(6); 16 C.F.R. § 702.1(c).

59. Defendant sells products that are “consumer products,” as defined in MMWA, 15 U.S.C. § 2301(1); 16 C.F.R. § 702.1(b).

60. Consistent with, *inter alia*, 16 C.F.R. § 702.3, as a seller of consumer products with written warranties, for all products costing more than \$15 Defendant must either display product warranties in close proximity to the relevant product, or else place signs reasonably calculated to elicit the prospective buyer's attention, in prominent locations, advising consumers of the availability of warranties upon request. 16 C.F.R. § 702.3(a). In direct violation of Magnuson-Moss’s Pre-Sale Availability Rule, Defendant does neither of these things.

61. Plaintiff, Class members, and members of the general public have been damaged as a result of Defendant’s unfair, unlawful, and fraudulent conduct alleged herein.

62. Because Plaintiff and the Class members have purchased, would like to, and are likely to purchase products from Defendant over \$15, Plaintiff and Class members are entitled to injunctive relief and corresponding declaratory relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, respectfully requests that this Court:

- a. Certify this case as a class action, appoint Plaintiff as Class representative, and appoint Plaintiff's counsel to represent the Class;
- b. Find that Defendant's actions, as described herein, constitute violations of Magnuson-Moss;
- c. Award Plaintiff and the Class nominal damages;
- d. Enter judgment against Defendant for all injunctive, declaratory, and other equitable relief sought;
- e. Award all costs, including experts' fees, attorneys' fees, and the costs of prosecuting this action; and
- f. Grant such other legal and equitable relief as the Court may deem appropriate.

Dated: June 27, 2022

**MILSTEIN JACKSON
FAIRCHILD & WADE, LLP**



By: _____

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